

Government of the People's Republic of Bangladesh Local Government Engineering Department Extension of Upazila Complex Project(2nd Phase) (1st Rev.) RDEC Bhaban (Level-9), Agargaon, Sher-e-Bangla Nagar, Dhaka-1207.

Request for Application (RFA)

Selection of Individual Consultant (National) Proposed Position:

Senior Structural Engineer.
 Junior Structural Engineer (Building).
 Architect (Mid Level).

(Lump Sum based)

Package no. EUCPC:1-3
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Guidance Notes on the Use of the Standard Request for Application for Selection of Individual Consultants (National)

These guidance notes have been prepared by the CPTU to assist a Client in the preparation, using the Standard Request for Application (SRFA), for procurement of Individual Consultants (National). The Client should also refer to the Public Procurement Act 2006 (Act No 24 of 2006), and the Public Procurement Rules 2008, issued to supplement the Act available on CPTU's website: www.cptu.gov.bd/. All concerned are advised to refer to the aforementioned Act and Rules while participating in any selection process of Consultants.

Individual Consultants shall be employed in accordance with Section 38 of the Public Procurement Act 2006 and Rule 112 of the Public Procurement Rule 2008 for assignments for which the qualifications and experience of the individual are the overriding requirements and no team of staff and no additional professional support are required.

This document shall be used when a Procuring Entity (the Client) wishes to select an Individual Consultant (National) for **assignments for which the qualifications and experience of the individual are the overriding requirement**, for which payment is linked to reports/deliverables prepared and submitted by the Consultant on specific dates i.e. **payment related to milestone basis.**

Lump sum based contracts are not commonly used in the selection of Individual Consultants. Lump sum based contracts are recommended when the Scope of the Services is clearly defined and Consultant's remuneration is linked to the delivery of certain outputs, usually reports, etc. A major advantage of the **lump-sum** contract is the simplicity of its administration; the Client needs only to be satisfied with the output.

SRFA (PS3) has been designed to suit the particular needs of procurement within Bangladesh, and has four (4) Sections, of which **Section 1**: Information to the Applicants and the Contract Agreement in **Section 4 must not be altered or modified under any circumstances.**

The Client addresses its specific needs through the **Section 2**: Terms of Reference (TOR). The way in which an Applicant expresses his/her interest is by completion and submission of the Application Forms in **Section 3**.

Guidance notes in brackets and italics are provided for both the Client and the Applicants and as such the Client should carefully decide what notes need to remain and what other guidance notes might be required to assist the Applicant in preparing its Application submission; so as to minimize the inept Selection process.

SRFA (PS3), when properly completed will provide all the information that an Individual Consultant (National) needs in order to prepare and submit an Application. This should provide a sound basis on which the Client can fairly, transparently and accurately carry out an evaluation process on the application submitted by the Individual Consultant.

SRFA(PS3) duly tailored may also be used for the purpose of Single Source Selection Method. The following briefly describes the Section of SRFA (PS3) and how a Client should use these when preparing a particular request for Applications.

Section 1: Information to the Applicants

This Section provides relevant information to help Consultants prepare their Applications. Information is also provided for submission, opening, and evaluation of Applications and on the award of Contract.

This Section also contains the criteria for selection of suitable Applicant The text of the clauses in this section shall not be modified.

Section 2. Terms of Reference

This section defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information (including a list of existing relevant studies and basic data) to enable the Individual Consultant to clearly understand the assignment. This section lists the Services and surveys that may be necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the Client's and Consultants' respective responsibilities.

Section 3. Application Forms

This section provides the standard format that permits the requested information to be presented in a clear, precise and readily available manner and allows the Client to readily understand and evaluate Applications in accordance with the pre-disclosed criteria. The completed forms will indicate details of the Applicant's qualifications and experience best suited to the specific assignment.

Section 4. Contract Agreement Forms

The Form of Contract Agreement which, once completed and signed by the Client and the Consultant clearly defines the Client's and Consultants' respective responsibilities. The Annexes to the formal Contract include a Description of the Services, the Reporting Schedule and **Cost estimates** of Services.

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Section 1. Information to the Applicants

A. General

- Scope of assignment
- 1.1 The Client has been allocated Public fund for (*Extension of Upazila Complex (2nd Phase)(1st Revised)* and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 2.
- 2. Qualifications of the Applicant
- 2.1 Prospective Individuals shall demonstrate in their Applications that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 2.2 The capability of Individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

[Minimum educational qualifications, required experience have been mentioned in Terms of reference in Section 2]

- Eligible Applicants
- 3.1 Any Bangladeshi national including persons in the service of the Republic or the local authority / Corporations is eligible to apply for the positions
- 3.2 Government officials and civil servants including individuals from autonomous bodies or corporations while on leave of absence without pay are not being hired by the agency they were working for immediately before going on leave and, their employment will not give rise to Conflict of Interest, pursuant to Rule 112 (9) of the Public Procurement rules, 2008
- 3.3 Persons who are already in employment in the services of the Republic or the local authorities/ Corporation etc must have written certification from their employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his/her Applications
- 3.4 No person who has been convicted by any Court of Law or dismissed from Services for misconduct shall be eligible for consideration for appointment to a post.
- 3.5 The Applicant has the legal capacity to enter into the Contract
- 3.6 The Applicant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws.
- 3.7 The Applicant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with Sub-Clause 4.2.

- 3.8 The Applicant shall not have conflict of interest pursuant to the Clause 5
- 4. Corrupt,
 Fraudulent,
 Collusive or
 Coercive
 Practices
- 4.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Contract Agreement Sub-Clause 3.4**
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 4.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
- 5. Conflict of Interest
- 5.1 Government policy requires that the Applicant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's (Client's) interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 5.2 The Applicant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.3 Pursuant to Rule 55 of the Public Procurement Rule 2008, the Applicant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.
- 5.4 The Applicant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

B. Preparation, Submission & Modification or Substitution of Applications

- 6. Preparation of Application
- 6.1 Applications shall be typed or written in indelible ink in **English language** and shall be signed by the Applicant. Applicants are required to complete the following Forms:
 - (a) Form 3A: Application Submission Form;
 - (b) Form 3B: CV of the Applicant; and
 - (c) Form 3C: Remuneration and Reimbursable
- 6.2 The Remuneration and reimbursable are **purely indicative** and are subject to negotiations and agreement with the Client prior to finalisation of the Contract.
- 7. Submission of Application
- 7.1 Pursuant to Rule-113(5) of the Public Procurement Rules, prospective Applicants can deliver their Application by hand, mail, courier service to the address mentioned in the request for Application advertisement.
- 7.2 Application shall be properly sealed in envelopes addressed to the Client as mentioned in the request for Application advertisement and bear the name & address of the Applicant as well as the name of the assignment.
- 7.3 In case of hand delivery, the Client, on request, shall provide the Applicant with a receipt.
- 7.4 The closing date for submission of Application is [13-December-2023] up to [1.00 PM] Applications must be submitted within this deadline. Any Application received after the deadline for submission of Applications shall be declared late, and returned unopened to the Applicant.
- 7.5 Applications may be modified or substituted before the deadline for submission of Applications.
- 7.6 The Client may at its sole discretion, extend the deadline for submission of Applications.
- 7.7 At any time prior to the deadline for submission of Applications the client for any reason on its own initiative may revise the Request for Application Document by issuing an Addendum which shall form an integral part of the Document.

C. Evaluation of Applications

- 8. Evaluation of applications
- 8.1 Suitability of the Applicants shall be rated by evaluation on the basis of their academic background, relevant Working Experience and its adequacy for the assignment, knowledge of local conditions as well as language.
- 8.2 The points to be given under each of the evaluation Criteria are:

[Client shall fixed the Points]

Criteria	Points
Educational Qualification	[25 points]
Relevant Working Experience and its adequacy for the assignment	[60 points]
Suitability considering age, skill (such as training, computer skills, proficiency in English and Bengali languages and others).	[10 points]
Total points:	95 points

- 8.3 Applicants thus given points as stated under Clause 8.2, not securing the minimum qualifying points [insert points; not less than 70] shall be considered disqualified.
- 8.4 Applications shall be evaluated by the PEC, who shall prepare a short-list of maximum seven (7) Applicants
- 8.5 The qualified short-listed Applicants as stated under Clause 8.4 shall be invited for an interview to test their aptitude and presentation by the PEC and shall be rated with five (5) points.
- 8.6 Points already secured by the Applicants in the evaluation as stated under Clause 8.5, shall be combined with the points obtained in the interview and a list of maximum three (3) most suitable Applicants ranked in order of merit (1-2-3) shall be prepared.
- 8.7 In pursuant to Rule 114 of the Public Procurement Rules 2008, there shall be no public opening of Applications.
- 8.8 The Client shall immediately after the deadline for submission of Application convene a meeting of the Proposal Opening Committee(POC)
- 8.9 The POC, having completed the record of opening, shall send the Applications received and the opening record to the PEC.

- 8.10 Following the opening of the Applications, and until the Contract is signed, no Applicant shall make any unsolicited communication to the Client. Such an attempt to influence the Client in its decisions on the examination, evaluation, and comparison of either the Applications or Contract award may result in the rejection of the Application.
- Application Negotiations
- 9.1 The first-ranked Applicant stated under Clause 8.5 shall then be invited for negotiations, pursuant to Rule 122 of the Public Procurement Rule, 2008 at the address of the client.
- 9.2 If this fails, negotiate with the second-ranked Applicant, and if this fails negotiate with the third-ranked Applicant, with the hope that successful negotiations are concluded
- 9.3 During negotiations, the Client and the Applicant shall finalise the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.4 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Applicant.
- 9.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Applicant will initial the agreed Contract

D. Award of Contract

- 10. Award of Contract
- 10.1 After completing negotiations and having received the approval to award the contract, the Client shall sign the Contract with the selected Applicant.
- 11. Debriefing
- 11.1 After signature of the Contract, the Client shall promptly notify other Applicants that they were unsuccessful.
- 11.2 The Client shall promptly respond in writing to any unsuccessful Applicant who request the client in writing to explain on which grounds its application was not selected.
- 12. Commencement of Services
- 12.1 The applicant is expected to commence the assignment on January 2024 at the location LGED bhaban, Agargaon, Dhaka The duration of the contract shall be 18 Months from the date of commencement.

Section-2.

TERMS OF REFERENCE FOR

Individual Consultant - Senior Structural Engineer (Building).

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

Job Title Individual Consultant – Senior Structural Engineer

(Building).

Job FamilyStructural DesignLocationDhaka, Bangladesh

AppointmentLocal HireJob PostedJan-2024Closing DateJune-2025

Language Requirements Bangla [Essential]; English [Essential]

Computer literacy Computer proficiency in structural analysis and

Design with the application of appropriate software like Staad.pro, ETABS, Robot, SAP 2000, SAFE, Auto CAD and MS Word, MS Excel, MS Power

Point etc.

Appointment Type Term (Duration: 18 Months), may be changed

during the project period.

1. Background and General Description:

Local Government Engineering Department (LGED) under the Local Government Division (LGD) of Ministry of Local Government, Rural Development & Co-operatives (LGRD & C) is responsible for planning and implementation of rural infrastructure to improve rural communication and transport network, creation of employment opportunities for rural poor and contribute towards poverty reduction as a whole of the country. Presently LGED is implementing about 180 projects throughout the country. These include construction of roads, bridges, multi-storied buildings, auditoriums, memorials, functional buildings, Primary school cum cyclone shelters, markets and other infrastructures.

As per Upazila Parishad Act 2011 (Amended) one upazila chairman and two vice chairman posts have been created in every upazila. To establish local government institutions as the real centers of local administration, it needs to create the offices of the new public representatives and also a meeting place. In this context, construction of new upazila complexes and extension of the existing complexes are going on following the new design across the Country is in progress. Earlier, construction of new buildings in 32 upazilas was completed and construction of 225 upazilas was under process by the Upazila Complex Extension Project, but the remaining upazilas required constructing uttered buildings.

The project has been prepared for 235 upazilas to create new office and new office complexes. Out of which three are newly created (Karnaphuli, Lalmai and

Shayestaganj) and one is river eroded (Chowhali). 6th floor foundation of 4 storied administrative buildings and 1 hall room will be constructed at each upazila. For this one master plan has to be prepared in Upazila Parishad. Upazila Parishad will take necessary action as usual if necessary to construct a new building to demolish the old building.

That's why 1 Senior structural Engineer, 1 Junior Structural Engineer and 1 Architect are urgently needed.

In order to assist LGED to develop & prepare structural design criteria and detail design, drawings of the aforementioned infrastructure, it is necessary to engage one Individual Consultant. The present TOR is intended to appoint one Individual Consultant titled as Senior Structural Engineer (Building)

2. OBJECTIVE OF THE ASSIGNMENT

The primary objectives of this assignment are to prepare Structural Design and Drawings of different type of infrastructures like Institutional/Academic building/Research building, Functional/Multi-storied Buildings, Auditorium/Multipurpose Halls etc.

3. SCOPE OF CONSULTING SERVICES

3.1 Duties and Responsibility:

The consultants will work under the guidance of LGED following the guidelines of Government of Bangladesh. He/She will carry out his/her tasks in accordance with accepted professional standards, utilizing sound engineering and economic practices. In conducting this work, the Consultant shall cooperate fully with Government officials related to the project who will provide the essential data and requirements. She/he shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports. The key responsibilities of the professional for the above services are mentioned below but not limited to.

- 3.1.1 Review the existing Architectural, Structural Design and Drawings and design standard of LGED.
- 3.1.2 Prepare Structural Design and Drawings of various infrastructures as requested by LGED.
- 3.1.3 Consultation with LGED officials, Project officials, EUCP-II and other stakeholders as identified by LGED and incorporate their suggestions in to the Structural Design and Drawings. While doing so the consultant should consider the alternate options so that the requirements as well as cost could be optimized.
- 3.1.4 Provide data, drawing as well as necessary support to other consultants of LGED. (Architect/Fire Fighting/Plumbing Engineer/Electrical Engineer) so that they could get all relevant information.
- 3.1.5 The consultant will carry out his assignments timely and provide sound and diligent services. Any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.
- 3.1.6 Prepare specifications and rates for the items, which is not available in current LGED's Schedule of Rates & specifications.

- 3.1.7 Monitor and supervise the works during implementation in order to ascertain whether or not the work progressed as per original Structural Design and Drawings.
- 3.1.8 During construction period if any change in design becomes necessary the consultant shall review necessary documents, visit the project site and finalize necessary amendments within a reasonable time.
- 3.1.9 Assist to prepare Variation Order (VOs) in light of contract agreement and recommend for approval, if required. In this case proper attention should have to be paid during design and preparation of BOQ so that the numbers of Variations could be kept minimum.
- 3.1.10 Store all data such as structural drawings, soil test reports, information regarding construction, as built drawing etc. and send to design unit for centrally store the data in building information management system.

4. REPORTING REQUIREMENTS:

The Consultants shall prepare and submit the following reports to LGED & EUCP-II:

- 4.1 Inception Reports within 15 days after contract agreement. This will focus on the Consultants arrangements and work program for fulfilling the tasks and responsibilities in the first year of implementation- 3 copies;
- 4.2 Monthly activity report which will brief Monthly target and achievement of the assignment given by the client & will be submitted 1st week of each month. 3 copies.
- 4.3 Details Structural Design notes of upazila complex building type design within 3 Months after contract agreement as per instruction of the client.
- 4.4 A comprehensive Final Report shall be submitted at the end of the assignment with soft copy of all design and analysis done A draft final report, which should compile all outputs & experiences and lessons learnt during the project period and must be submitted 30 days before final payment. After approval of draft final report by the client, the consultant shall have been submitted Final Report. 3 copies.

5. <u>DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY THE GOVERNMENT:</u>

5.1 Study Reports, Traffic and Technical Data:

- 5.1.1 LGED will provide all available data, relevant studies related to the project, recently completed as and when required;
- 5.1.2 LGED's Unit Rate Analysis.
- 5.1.3 Topographical survey map, sub-soil investigation report & Master Plan of proposed Building Construction area.
- 5.1.4 Maps of the country and location of the structures;

5.2. Facilities to be provided:

5.2.1 LGED will provide one Auto-CAD operator and one estimator having experience of minimum 5 years in the relevant field. In addition to that he may seek assistance from Assistant Engineer, Sr. Assistant Engineer, Executive Engineer, Superintendent Engineer (Design) and other technical staffs of LGED. LGED will also provide Computer, Printer and necessary consumables.

6. TIME SCHEDULE:

It is envisaged that the proposed Consultants services will commence approximately in Jan'2023 and will be ended in June'2025 (for 18 months).

7. PROFESSIONAL STAFFING INPUTS:

- 7.1 The Assignment is to be completed in two phases as phase-I and phase-II. The intended completion durations are 18 months for phase-I and phase-II respectively after the award of contract.
- 7.2 Phase-I to be started immediately after contract award and phase-II to be undertaken if needed, at the discretion of LGED, and after approval by competent Authority. The performance of the consultant under phase-I must also be to LGED's satisfaction for phase-II to be approved.

8 (Qualification, Experience & Suitability & Selection Criteria):

8.1 Educational Qualification

B.Sc. in Civil Engineering from any accredited University specially in structural Engineering. Candidate having masters in structural engineering will be given extra point.

8.2 Experience & adequacy for the assignment

- 8.2.1 Must have overall experience of 15 years with at least 10 years specific experience in the relevant field of assignment i.e. structural analysis and design of different type Institutional/Academic building/Research building, Functional/ Multi-storied Buildings (foundation, substructures & superstructures), Auditorium/Multipurpose halls, Memorials, Mosque, School and other infrastructures i.e. Retaining wall etc.
- 8.2.2 Should have knowledge on using standard code of practice i.e. AASHTO, BNBC, ACI, IRC etc. For analysis and structural design of Building and other related structure as stated above.
- 8.2.3 Should be familiar with dynamic analysis of multistory building for evaluating the seismic performance of building.
- 8.2.4 Computer proficiency in structural analysis and Design with the application of appropriate software like STAAD.pro, ETABS, Robot, SAP 2000 etc.

8.3 Suitability:

Professional affiliation (mention Reg. No.) with National/International body, Training in relevant area etc. For outstanding Candidate the experience criteria may be relaxed. Member of Bangladesh Professional Engineers Registration Board (BPERB) will be given extra advantage.

9. Working hour:

The working hour of the consultant will be same as the Govt. office. The consultant shall expend extra hours beyond the govt. office working hour to meet the urgent deadlines. The consultant shall also perform field trip at different stage of Planning, Surveying, Designing and Construction of Infrastructure.

10. **Duty Station:**

Working station of the consultant is at LGED HQ, Agargaon, Dhaka.

11. Others:

The Consultant must have to furnish the following information very clearly and specifically about his/her each and every relevant experience and shall submit the same with CV.

- A Brief Description of his/her Assignment.
- Actual Duration of Assignment.
- Codes, standards, software etc. used for the Assignment.
- A Brief Description of the Service Contract against which the Assignment Performed.
- Address & Telephone nos. of the Contracted Parties (the Client).
- Actual Duration of Contract Execution.
- Contract Value (Tk.)
- Any other information.
- Necessary documentary evidences from appropriate authority shall be attached with the application. The client may physically verify the information and documents submitted by the consultant.
- The Consultant may need to undergo for a practical demonstration of his/her adequacy for the assignment.

In addition to that he/she may seek assistance from other Consultant (Architect, Structural Engineer, Plumbing Engineer, Electrical Engineer) working in Design Unit, Assistant Engineer (Design), Executive Engineer (Design) and Superintending Engineer (Design).

As per the contract agreement section-4, clause no15.2 of the SRFA PS4, the Consultant's remuneration shall be deemed to cover Sick Leave/Casual Leave of maximum 10 days/year. It should be proportional to the passed working days for every month during which the Consultant is performing the Services.

Any false statement will lead to cancellation of the application he/she may be debarred from existing /future assignment of LGED. Also will be reported to the CPTU for record.

Moreover, LGED will provide the Consultant with all available following data as and when required:

- Reports, Architectural Design and Model;
- Design manuals, Specifications and LGED's Schedule of Rates etc.;
- Location of the buildings/structures;

TERMS OF REFERENCE FOR

Individual Consultant – Junior Structural Engineer (Building).

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one master plan has to be prepared in Upazila Parishad. Upazila Parishad will take necessary action as usual if necessary to construct a new building to demolish the old building.

That's why 1 Senior structural Engineer, 1 Junior Structural Engineer and 1 Architect are urgently needed.

In order to assist LGED to develop & prepare structural design criteria and detail design, drawings of the aforementioned infrastructure, it is necessary to engage one Individual Consultant. The present TOR is intended to appoint one Individual Consultant titled as Junior Structural Engineer (Building)

2. OBJECTIVE OF THE ASSIGNMENT

The primary objectives of this assignment are to prepare Structural Design and Drawings of different type of infrastructures like Institutional/Academic building/Research building, Functional/ Multi-storied Buildings, Auditorium/Multipurpose Halls etc.

3. SCOPE OF CONSULTING SERVICES

3.1 Duties and Responsibility:

The consultants will work under the guidance of LGED following the guidelines of Government of Bangladesh. He/She will carry out his/her tasks in accordance with accepted professional standards, utilizing sound engineering and economic practices. In conducting this work, the Consultant shall cooperate fully with Government officials related to the project who will provide the essential data and requirements. She/he shall be solely responsible for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports. The key responsibilities of the professional for the above services are mentioned below but not limited to.

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- 3.1.4 Provide data, drawing as well as necessary support to others (Architect/ consultant/ LGED Engineer/Fire Fighting/Plumbing Engineer/Electrical Engineer) so that they could get all relevant information from them.
- 3.1.5 The consultant will carry out his assignments timely and provide sound and diligent services. Any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.
- 3.1.6 Prepare specifications and rates for the items, which is not available in current LGED's Schedule of Rates & specifications.
- 3.1.7 Monitor and supervise the works during implementation in order to ascertain whether or not the work progressed as per original Structural Design and Drawings.
- 3.1.8 During construction period if any change in design becomes necessary the consultant shall review necessary documents, visit the project site and finalize necessary amendments within a reasonable time.

3.1.9 Assist to prepare Variation Order (VOs) in light of contract agreement and recommend for approval, if required. In this case proper attention should have to be paid during design and preparation of BOQ so that the numbers of Variations could be kept minimum.

4. **REPORTING REQUIREMENTS**:

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5. <u>DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY THE</u> GOVERNMENT:

5.2 Study Reports, Traffic and Technical Data:

LGED will provide all available data as and when required:

- 5.2.1 LGED will provide All relevant studies related to the project, recently completed;
- 5.2.2 LGED's Unit Rate Analysis.
- 5.2.3 Topographical survey map, sub-soil investigation report & Master Plan of proposed Building Construction area.
- 5.2.4 Maps of the country and location of the structures;
- 5.2.5 Cost data on recent construction projects; and
- 5.2.6 Building maintenance costs;

5.2. Facilities to be provided:

5.2.1 LGED will provide one Auto-CAD operator and 01(one) Estimator having experience of minimum 5 Years in the relevant field. In addition to that he may seek assistance from Assistant Engineer, Sr. Assistant Engineer, Executive Engineer, Superintendent Engineer (Design) and other technical staffs of LGED. LGED will also provide Computer, Printer and necessary consumables.

6. <u>TIME SCHEDULE</u>:

It is envisaged that the proposed Consultants services will commence approximately in Jan'2024 and will be ended in June/2025 (for 18 months).

7. PROFESSIONAL STAFFING INPUTS:

7.1 The Assignment is to be completed in two phases as phase-I and phase-II. The intended completion durations are 18 months for phase-I and phase-II respectively after the award of contract.

- 7.2 Phase-I to be started immediately after contract award and phase-II to be undertaken if needed, at the discretion of LGED, and after approval by competent Authority. The performance of the consultant under phase-I must also be to LGED's satisfaction for phase-II to be approved
- 8 (Qualification, Experience & Suitability & Selection Criteria):

8.1 Educational Qualification

B.Sc. in Civil Engineering from any accredited University specially in structural Engineering.

8.2 Experience & adequacy for the assignment

- 8.2.1 Must have overall experience of 5 years with at least 3 years specific experience in the relevant field of assignment i.e. planning and performing structural analysis and design of different type Institutional/Academic building/Research building, Functional/ Multistoried Buildings (foundation, substructures & superstructures), Auditorium/Multipurpose halls, Memorials, Mosque, School and other infrastructures i.e. Internal Drainage, Road protective works, retaining wall etc.
- 8.2.2 Should have knowledge on using standard code of practice i.e. AASHTO, ACI & IRC etc. For analysis and structural design of Building and other related structure as stated above.
- 8.2.3 Computer proficiency in structural analysis and Design with the application of appropriate software like STAAD-Pro, ETABS, Robot, SAP-2000 etc.

8.3 Suitability:

Professional affiliation (mention Reg. No.) with National/International body, Training in relevant area etc.

For outstanding Candidate the experience criteria may be relaxed.

9. Working hour:

The working hour of the consultant will be same as the Govt. office. The consultant shall expend extra hours beyond the govt. office working hour to meet the urgent deadlines. The consultant shall also perform field trip at different stage of Planning, Surveying, Designing and Construction of Infrastructure.

10. **Duty Station:**

Working station of the consultant is at LGED HQ, Agargaon Dhaka.

11. Others:

The Consultant must have to furnish the following information very clearly and specifically about his/her each and every relevant experience and shall submit the same with CV.

- A Brief Description of his/her Assignment.
- Actual Duration of Assignment.
- Codes, standards software etc. used for the Assignment.
- A Brief Description of the Service Contract against which the Assignment Performed.
- Address & Telephone nos. of the Contracted Parties (the Client).

- Actual Duration of Contract Execution.
- Contract Value (Tk.)
- Any other information.
- Necessary documentary evidences from appropriate authority shall be attached with the application. The client may physically verify the information and documents submitted by the consultant.
- The Consultant may need to undergo for a practical demonstration of his/her adequacy for the assignment.

In addition to that he/she may seek assistance from other Consultant (Architect, Structural Engineer, Plumbing Engineer, Electrical Engineer) working in Design Unit, Assistant Engineers, Executive Engineer and Superintending Engineer (Design).

As per the contract agreement section-4, clause no15.2 of the SRFA PS4, the Consultant's remuneration shall be deemed to cover Sick Leave/Casual Leave of maximum 20 days/year. It should be proportional to the passed working days for every month during which the Consultant is performing the Services.

Any false statement will lead to cancellation of the application he/she may be debarred from existing /future assignment of LGED. Also will be reported to the CPTU for record.

Moreover, LGED will provide the Consultant with all available following data as and when required:

- Reports, Architectural Design and Model;
- Design manuals, Specifications and LGED's Schedule of Rates etc.;
- Location of the buildings/structures;

TERMS OF REFERENCE FOR

Supporting Staff (CAD Operator):

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

Job Family Engineering Drawings

Location LGED HQ. Dhaka, Bangladesh

AppointmentLocal HireJob PostedJan-2024Closing DateJune-2025

Language Requirements Bangla [Essential]; English [Essential]

Computer literacy Computer proficiency in Auto CAD, 2D,3D

application of appropriate software and Microsoft

Word, Microsoft Excel etc.

Appointment Type Term (Duration: 18 Month), may be extended

based on requirement and performance of the

incumbent.

a) Scope of the Services required (Duties and Responsibilities)

The CAD Operator will report to the PD, EUCP-2nd Phase, LGED. He/she will work closely with other officials of Design Unit as well as LGED and the representative of other LGI's & stakeholders.

He/she will carry out his/her tasks in accordance with accepted professional standards. He/she shall be solely responsible, for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports.

The Structural/ Architectural CAD Operator will:

- Review the existing Architectural & Structural Drawings and drawing standard of LGED as a whole as well as for the specific assignment.
- Prepare working Drawings & presentation of various infrastructures as requested by LGED.
- Provide data, drawing as well as necessary support to Structural Engineer.
- Carry out his assignments timely and provide sound and diligent services; any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.
- Any other duties assigned by the Design Unit related to the assignment.

b) Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualifications: Diploma in Civil/Architecture from any recognized Institute of Bangladesh or Equivalent Degree/ Candidate having drafting course in Auto CAD or similar software may also apply.

Minimum Relevant working Experience: Should have 5(Five) Years (Eight years total experiences for candidates having drafting course) working experiences in different organization relating to similar assignment

- Should have sound knowledge on CAD drawing, plan, section, perspective view, working drawing etc. of Building and other infrastructure.
- Computer proficiency in 2D/3D Modeling of building by the application of appropriate software.
- Award/Certificate in Structural Drawing/Architectural Drawing/Model competition.
- Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints;
- Ability to provide the full range of operational assistance with independent responsibility;

c) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant:

It is envisaged that the proposed Consultants services will commence approximately in Jan/2024 and will be ended in June/2025 (for 18 months). The working hours of the consultant will be same as that of Government rules & regulation. The consultant may need to spend extra hours beyond the Government. working hour to meet the specific project needs.

• The Client will assign specific Task to the consultant. He/she will submit a time based work program schedule and get approval from client. S/he will deliver the job timely.

d) Facilities to be provided:

LGED will provide furnished office accommodation at HQ. Any other facilities agreed by both the Client & the Consultant during execution of the contract will be included but not be limited to the following:

- Office space with furniture including electric connection;
- Office equipment like computer, printer etc.;
- Facilities for production and binding of reports etc.

In addition to that He/she may seek assistance from other Consultant: Architect / Structural Engineer, working in Design Unit, Assistant Engineers, Senior Assistant Engineers, Executive Engineer and Superintending Engineer(Design).

As per the contract agreement section-4, clause no15.2 of the SRFA PS4, the Consultant's remuneration shall be deemed to cover Sick Leave of maximum 20 days/year. It should be proportional to the passed working days for every month during which the Consultant is performing the Services. Entitlement to sick leave, of maximum 30 days/year which may be extended based on requirement and performance of the incumbent, shall be conditional upon the liability of the Consultant to perform the Services, and the Consultant shall furnish the Client with all such medical and other evidence of his said inability as the Client may reasonably require.

Moreover, LGED will provide the Consultant with all available following data as and when Architectural & Structural drawings 2D/3D Model, Specifications & Digital Topographical Survey are required:

e. Others:

The consultant must have to furnish the following information very clearly and specifically about his/her each and every relevant experience and shall submit the same with C.V.

- A Brief Description of his/her Assignment
- Codes, standards software etc. used for Assignment.
- A Brief Description of the Service Contract against which the Assignment performed.
- Address & Telephone nos. of the Contracted parties (the Client & the Supplier)
- Official relation with the Client/Supplier (Employee/Sub-Consultant etc.)
- Actual Duration of Contract Execution.
- Any other information.
- Necessary documentary evidences from appropriate authority shall be attached with the application.
- The client may need physical verification of information and documents submitted by the consultant.
- The consultant may need to undergo for a practical demonstration of his/her skill on computer, design software operation and codes/standards etc. to illustrate his/her adequacy for the assignment.
- Any false statement will lead to cancellation of application for this assignment and he/she may be debarred from existing/future assignment of LGED in any capacity.

TERMS OF REFERENCE

For

Individual Consultant – Architect (Mid Level)

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

Job Title Individual Consultant – Architect (Mid Level)

Job FamilyArchitectural DesignLocationDhaka, Bangladesh

AppointmentLocal HireJob PostedJan/2024Closing DateJune/2025

Language Requirements Bangla [Essential]; English [Essential]

Computer literacy Computer proficiency in Auto CAD, 2D & 3D, 3D

MAX, Photoshop, Coreldraw, Sketchup, Revit etc.

Modeling by the application of appropriate software and Microsoft Word. Microsoft Excel.

Microsoft PowerPoint etc.

Appointment Type Term (Duration: 18 Month), may be extended

based on requirement and performance of the

incumbent.

1. Background and General Description:

Local Government Engineering Department (LGED) under the Local Government Division (LGD) of Ministry of Local Government, Rural Development & Co-operatives (LGRD & C) is responsible for planning and implementation of rural infrastructure to improve rural communication and transport network, creation of employment opportunities for rural poor and contribute towards poverty reduction as a whole of the country. Presently LGED is implementing about 180 projects throughout the country. These include construction of roads, bridges, multi-storied buildings, auditoriums, memorials, functional buildings, Primary school cum cyclone shelters, markets and other infrastructures.

As per Upazila Parishad Act 2011 (Amended) one upazila chairman and two vice chairman posts have been created in every upazila. To establish local government institutions as the real centers of local administration, it needs to create the offices of the new public representatives and also a meeting place. In this context, construction of new upazila complexes and extension of the existing complexes are going on following the new design across the Country is in progress. Earlier, construction of new buildings in 32 upazilas was completed and construction of 233 upazilas was under process by the Upazila Complex Extension Project, but the remaining upazilas required to construct uttered buildings.

The project has been prepared for 227 upazilas to create new office and new office complexes. Out of which three are newly created (Karnaphuli, Lalmai and Shaestaganj) and one is river eroded (Chuauhali). 6th floor foundation of four storied administrative buildings and 1 hall room will be constructed in each upazila. For this one master plan

has to be prepared in Upazila Parishad. Upazila Parishad will take necessary action as usual if necessary to construct a new building to demolish the old building. That's why 1 Senior structural Engineer, 1 Junior Structural Engineer and 1 Architect are urgently needed.

In order to assist LGED to develop & prepare structural design criteria and detail design, drawings of the aforementioned infrastructure, it is necessary to engage one Individual Consultant. The present TOR is intended to appoint one Individual Consultant as Architect to prepare Architectural design and drawings.

2. OBJECTIVE OF THE ASSIGNMENT

The primary objectives of this assignment is to prepare Architectural & Structural working Drawings of various buildings, auditoriums, memorials, functional buildings, cyclone shelters, markets etc. in consultation with LGED officials and other professionals. Another important assignment will be to prepare a workable Master Plan for Upazila Complexes which consists all types of buildings i,e Upazila Complex Administrative Building, Hall room, Twin Quarter, UNO Quarter Dormitory etc. The Master Plan will be approved by concern UNO, Upazila Chairman and Upazila Engineer.

3. SCOPE OF CONSULTING SERVICES

3.1 **General Requirements**:

The consultant will work under the guidance of LGED and following the guidelines of Government of Bangladesh. He/She will carry out his/her tasks in accordance with accepted professional standards, utilizing sound Architectural and economic practices. In conducting this work, the Consultant shall co-operate fully with Government officials related to the project who will provide the data and requirements. He/She shall be solely responsible, for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports. The key responsibilities of the professional for the above services are mentioned below:

3.2 Specific Requirements

- Prepare Master Plan of each and every Upazila Complex with help of prepared topographic survey data and direct information gained/obtained by individual visit.
- Review the existing Architectural Drawings of Upazila Complex.
- Prepare working Drawings & Designs incorporating Bangladesh National Building Code (BNBC) & Fire Fighting requirements. Also prepare multimedia presentation of Upazila Complex of various infrastructures as requested by LGED.
- Carryout consultation with LGED officials and other stakeholders as identified by LGED and incorporate their suggestions in to the Drawings.
- Provide data, drawing as well as necessary support to Structural Engineer, Electrical Engineer and Plumbing Engineer so that they could get all relevant information from the consultant.
- The consultant will carry out his assignments timely and provide sound and diligent services; any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.

- Assist LGED Officials to prepare specifications and rates for the items, which is not available-in current LGED's specifications and schedule of rates.
- Visit each Upazila Complex for preparing appropriate Master Plan.
- Check and sign final master plan by the consultant.
- Monitor and supervise work during executed in order to ascertain whether or not the work progressed as per original Architectural Design and Drawings.

4. REPORTING REQUIREMENTS:

The Consultants shall prepare and submit the following reports to LGED:

- 4.1 Inception Reports within 15 days of mobilization. This will focus on the Consultants arrangements and work program for fulfilling the tasks and responsibilities in the first year of implementation- 3 copies;
- 4.2 Monthly Progress Briefs, not later than 2nd month, presenting summaries by contracts and in aggregate, of physical and financial progress of civil works, variations and claims, if any, of progress of consultant's activities. Brief description of any contractual and technical problems encountered and recommended solutions to overcome those-3 copies.
- 4.3 Quarterly Progress Report which will summarize all project activities, progress of works, contracts variations and change orders, achievements and utilization of resources over the previous three months, implementation of the environment management plans, highlight key issues identified, and present the Consultants work plan for the coming three months- 3 copies;
- 4.4 A comprehensive Final Implementation Completion Report (ICR) including soft copy of all designs done at the end of the assignment for construction of contracts when they reach a substantial completion. This report must be submitted before 15 days which should compile all Project Components/activities along with experiences and lessons learnt during the project period 10 copies.

5. DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED:

- 5.1 **Study Reports and Technical Data:** LGED will provide the Consultants with all available data as and when required:
 - All relevant studies related to the project, recently completed;
 - LGED's Unit Rate Analysis.
 - Maps of the country and location of the buildings/structures;
 - Cost data on recent construction projects; and
 - Building maintenance costs;

5.2. Facilities to be provided:

5.2.1 LGED will provide computer, printer, copier and necessary equipment to carry out the given task. In addition to that he/she may seek assistance from Consultant (Structural Engineer), Assistant Engineers, Executive Engineer and Superintending Engineer (Design).

6. TIME SCHEDULE:

It is envisaged that the proposed Consultants services will commence approximately in Jan'2024 and will be ended in June'2025 (18 months).

7. PROFESSIONAL STAFFING INPUTS:

7.1 It is anticipated that 36 staff-month (SM) of the professional as stated below would be required which may be extended if necessary to accomplish the tasks stated in the ToR and the requirements of the professionals are given below:

8. QUALIFICATION, EXPERIENCE & SUITABILITY:

a) Educational & Other Qualification:

Bachelor in Architecture from any accredited universities of Bangladesh. Become a member of Institute of Architects Bangladesh.

b) Experience & Adequacy for the assignment:

- Should have 15 (Fifteen) Years Professional experience in Architectural Design.
- Should have 10 (Ten) Years experience in building design relating to similar assignment.
- Should have sound knowledge on CAD drawing, plan, section, perspective, working drawing, bar bending schedule etc. of Building and other infrastructure.
- Should have knowledge on using standard code of practice, BNBC, Dhaka Mohanagar Emarat (Nirman, Unnayan, Shongrokhkhon & Oposharon) Bidhimala, Chittagong Mohanagar Emarat (Nirman, Unnayan, Shongrokhkhon & Oposharon) Bidhimala etc. in Architectural and Structural drawing.
- Computer proficiency in 2D & 3D Modeling by the application of appropriate software.

c) Suitability:

- Training in relevant area etc.
- Award/Certificate in Architectural Drawing/Model competition.

For outstanding candidate the experience criteria may be relaxed.

Section 2 Terms of Reference

For

Architectural CAD Operator (Individual Consultant)

The 'Terms of reference' as stated in Section 2, shall be modified at the time of Negotiation as "Description of Services" in ANNEX 'A' of the Contract Agreement.

Job Title Architectural CAD Operator - (Individual

Consultant)

Job Family Engineering Drawings

Location BAPARD Monitoring Cell Design Unit, LGED HQ.

Dhaka, Bangladesh

AppointmentLocal HireJob PostedJan-2024Closing DateJune-25

Language Requirements Bangla [Essential]; English [Essential]

Computer literacy Computer proficiency in Auto CAD, 2D,3D application

of appropriate software and Microsoft Word, Microsoft

Excel etc.

Appointment Type Term (Duration: 18 Month), may be extended based

on requirement and performance of the incumbent.

a) Background and General Description

Local Government Engineering Department is one of the largest public organizations responsible for the implementation of various rural and urban infrastructure projects. These include construction of roads, bridges/culverts, multi-storied buildings like- auditoriums, functional buildings, residential buildings, educational institutes, cyclone shelters, hospitals, markets, memorials and other infrastructures. Presently LGED is implementing many projects throughout the country.

Some of the components of the projects have Architectural requirements in addition to the structural design. In order to assist LGED in preparing Architectural Design and Drawings for the aforementioned structures, it is necessary to engage an Individual Consultant. The present TOR is intended to appoint an Individual Consultant as *Structural CAD Operator* for the period of 18 months to prepare Architectural & Structural drawings.

b) Strategic Objectives:

The Strategic Objectives of LGED are:

Development and management of local infrastructure for increasing farm/non-farm production, generating employment, improving socio-economic condition, promoting local governance, reducing poverty and acting as agent of change at the local level

LGED would continue to remain professionally competent, efficient and effective public sector agency for performing the interrelated and complementary functions of Developing, maintaining and managing transport, trading and small scale water resources infrastructure at the local level by ensuring LGI and community participation and taking care of environmental and social issues. Providing technical and institutional support to strengthen the local government institutions and serving local communities and other stakeholders. To achieve

those Strategic Objectives, LGED construct different types of physical infrastructure through different projects. LGED also provide Design of various types of infrastructure implanted by LGI's. So it is the prime assignment of the consultant (CAD Operator) to deliver all necessary structural drawings related to these infrastructures.

Expected Values:

Focusing on accepted professional standards results on the ground;

Utilizing sound architectural and structural drawing practices;

co-operate fully with Government officials related to the assignment;

Building LGED capacity and knowledge;

Being at the frontier of knowledge in our areas of expertise.

Being collaborative and innovative;

Respecting differences and encouraging diversity of thinking;

c) Scope of the Services required (Duties and Responsibilities)

The CAD Operator will report

t to the Superintending Engineer (Design), LGED. S/he will work closely with other officials of Design Unit as well as LGED and the representative of other LGI's & stakeholders.

S/he will carry out his/her tasks in accordance with accepted professional standards. S/he shall be solely responsible, for the analysis and interpretation of all data received and for the conclusions and recommendations contained in his/her reports.

The Structural/ Architectural CAD Operator will:

Review the existing Architectural & Structural Drawings and drawing standard of LGED as a whole as well as for the specific assignment.

Prepare working Drawings & presentation of various infrastructures as requested by LGED.

Provide data, drawing as well as necessary support to Structural Engineer.

Carry out his assignments timely and provide sound and diligent services; any monetary loss incurred owing to their sub-standard services will be compensated through penalizing as per conditions of the contract.

Any other duties assigned by the Design Unit related to the assignment.

d) Selection Criteria

Candidates meeting the following requirements are encouraged to apply:

Minimum Educational Qualifications: Diploma in Civil/Architecture from any recognized Institute of Bangladesh or Equivalent Degree/ Candidate having drafting course in Auto CAD or similar software may also apply.

Minimum Relevant working Experience: Should have 5(Five) Years (Eight years experiences regd for candidates having drafting course) working experiences in different organization relating to similar assignment

Should have sound knowledge on CAD drawing, plan, section, perspective view, working drawing etc. of Building and other infrastructure.

Computer proficiency in 2D Modeling by the application of appropriate software, Microsoft Word, Microsoft Excel, Microsoft etc.

Award/Certificate in Structural Drawing/Architectural Drawing/Model competition.

Strong interpersonal skills and ability to work effectively in a team-based environment and under tight time constraints;

Ability to provide the full range of operational assistance with independent responsibility;

Ability to build effective working relations with Client's and colleagues.

e) Indicative Work Programme and Location(s) of the various activities to be carried out by the Consultant:

It is envisaged that the proposed Consultants services will commence approximately in January/2024 and will be ended in june/2025(18 month). The working hours of the consultant will be same as that of Government rules & regulation. The consultant may need to spend extra hours beyond the Government. working hour to meet the specific project needs.

The Client will assign specific Task to the consultant. S/he will submit a time based work program schedule and get approval from client. S/he will deliver the job timely.

f) Facilities to be provided:

LGED will provide furnished office accommodation at HQ. Any other facilities agreed by both the Client & the Consultant during execution of the contract will be included but not be limited to the following:

Office space with furniture including electric connection;

Office equipment like computer, printer etc.;

Facilities for production and binding of reports etc.

In addition to that s/he may seek assistance from other Consultant: Architect / Structural Engineer, working in Design Unit, Assistant Engineers, Senior Assistant Engineers, Executive Engineer and Superintending Engineer(Design).

As per the contract agreement section-4, clause no15.2 of the SRFA PS4, the Consultant's remuneration shall be deemed to cover Sick Leave of maximum 20 days/year. It should be proportional to the passed working days for every month during which the Consultant is performing the Services. Entitlement to sick leave, of maximum 30 days/year which may be extended based on requirement and performance of the incumbent, shall be conditional upon the liability of the Consultant to perform the Services, and the Consultant shall furnish the Client with all such medical and other evidence of his said inability as the Client may reasonably require.

Moreover, LGED will provide the Consultant with all available following data as and when required:

Architectural & Structural drawings 2D/3D Model, Specifications & Digital Topographical Survey.

g. Others:

The consultant must have to furnish the following information very clearly and specifically about his/her each and every relevant experience and shall submit the same with C.V.

- A Brief Description of his/her Assignment
- Codes, standards software etc. used for Assignment.
- A Brief Description of the Service Contract against which the Assignment performed.
- Address & Telephone nos. of the Contracted parties (the Client & the Supplier)
- Official relation with the Client/Supplier (Employee/Sub-Consultant etc.)
- Actual Duration of Contract Execution.
- Any other information.
- Necessary documentary evidences from appropriate authority shall be attached with the application.
- The client may need physical verification of information and documents submitted by the consultant.
- The consultant may need to undergo for a practical demonstration of his/her skill on computer, design software operation and codes/standards etc. to illustrate his/her adequacy for the assignment.
- Any false statement will lead to cancellation of application for this assignment and he/she may be debarred from existing/future assignment of LGED in any capacity.

Section 3. Application Forms

Form 3A: Application Submission Form

Form 3B: CV of the Applicant

Form 3C: Remuneration and Reimbursable

Form 3A. Application Submission

[Location: dd/mm/yy]

To:
The Project Director
Upazila Complex project(2nd phase) (2nd rev)
LGED HQ, RDEC Bhaban (Level-14),
Agargaon, Dhaka.

Dear Sir,

I am hereby submitting my Application to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for Application dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with

a Consultant or any other entity that has prepared the design, specifications and others documents

in accordance with Clause 5.

I further declare that I have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 4.

I undertake, if I am selected, to commence the consulting Services for the assignment not later than the date indicated in Clause 12.1.

I understand that you are not bound to accept any Application that you may receive.

I remain,
Yours sincerely,

Signature

Print name

Address:

Tel:

Form 3B. Curriculum Vitae (CV) of the Applicant

PROPOSED POSITION FOR THIS PROJECT [state Position name] 2 NAME OF PERSON [state full name] 3 DATE OF BIRTH [dd/mm/yy] 4.1 NATIONALITY 4.2 ADDRESS (PRESENT/PERMANENT): 4.3 NATIONAL ID NUMBER: 4.4 TIN NUMBER: [state rank and name of society and year of attaining that rank]. MEMBERSHIP IN PROFESSIONAL SOCIETIES [list all the colleges/universities which the Applicant attended, 6 **EDUCATION** stating degrees obtained, and dates, and list any other specialised education of the Applicant]. OTHER TRAINING findicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the Consultant]. LANGUAGES & DEGREE OF Language Speaking Reading Writing **PROFICIENCY** e.g. English Fluent Excellent Excellent COUNTRIES OF WORK EXPERIENCE 10 **EMPLOYMENT RECORD** [The Applicant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm]. [starting with present position list in reverse order [every employment held [The Applicant should clearly indicate the Position held and give a and state the start and end dates of brief description of the duties in which the Applicant was each employment] involved]. **EMPLOYER 1** FROM: [e.g. January TO: [e.g. December 2001 1999] **EMPLOYER 2** FROM: TO: **EMPLOYER 3** FROM: TO: EMPLOYER 4 (etc) FROM: TO:

11 WORK UNDERTAKEN THAT BEST ILLUSTRATES THE CAPABILITY TO HANDLE THIS ASSIGNMENT

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].

12 COMPUTER SKILL

CERTIFICATION

[Do not amend this Certification].

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature		
Print name		
Date of Signing		
dd / mm / yyyy		

Note: Provide one recent coloured passport size photograph with the application.

Form 3C. Indicative Remuneration & Expenses

The Consultant should provide an indication of the remuneration as per the format shown below. This will not be used for evaluation of the Consultant's Application but solely for the purposes of Application Negotiations to be held as stated in Clause 9.1.

(1) Remuneration

Rate (per month in Tk)	Staff Time (No. month)	Total (Tk)
	18	

Note: A month consists of 30 calendar days.

(2) Reimbursable (Not applicable)

Item	Rate per unit	Total unit	Total Amount (Tk)
(a) Per Diem Allowance			
(b) Travel Costs (state mode of travel)	At actual using	g public transp	ort
(c) Communication Charges			
(d) Reproduction of reports			
(e) Other Expenses (to be listed)			
		Sub-total	

CONTRACT CEILING (1) + (2)	
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Note: the taxes under the applicable law will be deducted at source from each payment to the consultants and the contract amount is inclusive of taxes, duties, levies, etc.

Section 4. Contract Forms

The **Contract Agreement**, which once completed and signed by the Client and the Consultant, clearly defines the Client's and Consultants' respective responsibilities.

4.1 Contract Agreement (Time-based)

THIS CONTRACT ("the contract) is entered into this day of *(dd/mm/yy)* by and between Project Director, Extension of Upazila Complex Project(2nd Phase) (1st Rev.)", LGED HQ, RDEC Bhaban (Level-9), Agargaon, Sher-e-Bangla Nagar, Dhaka-1207 and "the name of Consultant", having his address at address of consultant.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

General

1.	Services	1.1	The Consultant shall perform the Services specified in Annex A (Description of Services), which are made an integral part of the Contract.
2.	Duration	2.1	The Consultant shall perform the Services during the period commencing from (dd/mm/yy) and continuing until (dd/mm/yy), or any other period as may be subsequently agreed by the parties in writing.

- 3. Corrupt, Fraudulent, Collusive or Coercive Practices
- 3.1 The Government requires that Client, as well as Applicants, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 3.2 The Government defines corrupt, fraudulent, collusive or coercive practices, for the purposes of this provision, in the **Sub-Clause 3.5**
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Applicant to provide an explanation and shall, take actions only when a satisfactory explanation is not received.
- 3.4 If the Client at any time determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public funds., the Client shall:
 - (a) exclude the Applicant from participation in the procurement proceedings concerned or reject an Application for award; and
 - (b) Declare the Applicant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.
- 3.5 The Government defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Client or

other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Client in connection with a Procurement proceeding or Contract execution;

"fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution:

"collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Client, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Client the benefits of competitive price arising from genuine and open competition; or

"coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations.

- 4. Applicable Law
- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh
- 5. Governing Language
- 5.1 The language governing the Contract shall be English, however for day to day communications in writing both Bengali and English may be used.
- 6. Modification of Contract
- 6.1 The Contract shall only be modified by agreement in writing between the Client and the Consultant.
- 7. Ownership of Material
- 7.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 7.2 The Consultant may, with the prior written approval of the Client, retain a copy of such documents and software, but shall not use them for purposes unrelated to the Contract.
- 8. Relation between the Parties
- 8.1 Nothing contained in the Contract shall be construed as establishing or creating any relationship other than that of independent Consultant between the Client and the Consultant.
- 9. Contractual Ethics
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Contract, shall have been given or received in connection with the selection process or in the contract execution.

Payments to the Consultant

- 10. Ceiling Amount
- 10.1 The Client shall pay the Consultant for the Services rendered pursuant to 'Description of Services' 'a ceiling amount not to exceed Tk (insert amount) which includes remuneration, reimbursable expenses and VAT & IT as set forth in Clauses 10.2. These amounts have been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.
- 10.2 The composition of the Remuneration and Reimbursable which make up the ceiling amount are detailed in Annex B

11. Remuneration

- 11.1 The Client shall pay the Consultant for Services rendered with the rates agreed and specified in **ANNEX B** "Cost estimates for Services and Schedule of Rates". Remuneration rates shall be on monthly basis.
- 11.2 Monthly Rate: The time spent in performing the Services shall include travel time, weekends and public holidays, and to the extent specified in Clause 15.2 shall also include periods of casual leave and sick leave. In cases where only part of a month is worked then remuneration shall be computed by dividing the monthly rate by 30 and multiplying by the number of days worked i.e. time spent (as described above) during that month:

12. Reimbursable

- 11.1 **Per Diem Allowance:** The Consultant shall, when performing the Services away from the duty station, be entitled to per diem allowance in accordance with the agreed per diem rates.
- 11.2 **Travel Costs:** The Consultant shall, when performing the Services away from the duty station, be entitled to travel costs in accordance with the agreed travel costs.
- 11.3 **Other Expenses:** The Consultant shall, when performing the Services, be entitled to reimbursement of any other expenses as detailed in Annex B.
- 11.4 For other reasonable reimbursable expenses not falling within the above two categories, but which may arise during performance of the Services, such expenses will only be reimbursed by the Client as it may at its sole discretion approve, subject to available of budget.

13. Payment Conditions

- 12.1 **Currency:** Payments shall be made in Bangladesh Taka by the end of each calendar month or within thirty (30) calendar days of receipt of the Invoice as the case may be.
- 12.2 Advance Payment: The Consultant shall, if he/she so requests, be entitled to a total advance payment, as specified in Annex B, to cover his/her out-of-pocket expenses which are to be recovered in equal installments from monthly amounts due to him/her.: Not Applicable
- 12.3 **Monthly Payments:** The Consultant shall submit an Invoice for Remuneration and Reimbursable at the end of every month and payments shall be made by the Client upon submission of targeted works/drawings/reports as mentioned in the work program within thirty (30) calendar days of receipt of the invoice.
- 12.4 **Final Payment:** The final payment shall be made only after the final report and all works, drawings; documents shall have been submitted by the Consultant and approved as satisfactory to the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- 12.5 **Suspension:** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform his/her obligations under this Contract.
- 12.6 **Refund of Excess Payment:** Any amount if paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within three (3) months after the acceptance of the final report.

Obligations of the Consultant

14. Medical Arrangements

13.1 The Consultant shall, before commencement of the Services furnish the Client with a medical report providing evidence satisfactory to the Client that the Consultant is in good health and is not subject to any physical or mental disability which may interfere with his/her performance of the Services.

15. Working Hours and Leave

- 15.1 The Consultant shall, when engaged directly with the Client, follow the normal Working Hours and Holidays of the Client, and entitlement to leave as per the Client's Rules.
- 15.2 The Consultant's remuneration shall be deemed to cover leave except otherwise specified in the contract.
- 16. Performance Standard
- 14.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

17. Contract Administration

15.1 Client's Representative

The Client's representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract.

15.2 Timesheets

The Consultant providing Services may be required to complete standard timesheets or any other document to identify the time spent, as requested by the Client's Representative.

18. Confidentiality

- 16.1 The Consultant shall not, during the term of the Contract or within two years after its expiration, disclose any proprietary or confidential information relating to the Services, the Contract or the Client's business operations without the prior written consent of the Client.
- Consultant's Liabilities
- 17.1 The Consultant shall continue to cooperate with the Client after the termination of the Contract, to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made, or drawings prepared by the Consultant.
- 17.2 The Consultant shall report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
- 20. Consultant not to be engaged in Certain Activities
- 18.1 The Consultant agrees that, during the term of the Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than any continuation of the Services under the Contract) for any project resulting from or closely related to the Services.

Obligations of the Client

21. Services, Facilities and Property

19.1 The Client shall, free of any charge to the Consultant, make available for the purpose of carrying out the assignment data, local services, personnel, and facilities indicated in Annex A.

Termination and Settlement of Disputes

22. Termination 20.1 By the Client

The Client may terminate the Contract by not less than twenty-eight (28) days written notice to the Consultant, Such notice to be given after the occurrence of any event necessitating such termination.

20.2 By the Consultant

The Consultant may terminate the Contract, by not less than twenty eight (28) days written notice to the Client, if the Client fails to pay any monies due to the Consultant pursuant to the Contract.

23. Dispute Resolution 21.1

21.1 Amicable Settlement

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

21.2 Arbitration

If the dispute cannot be settled the same may be settled through arbitration in accordance with the Arbitration Act 2001 of Bangladesh as at present in force. The place of Arbitration shall be in Dhaka.

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

FOR THE CLIENT

Annex C: Consultant's Reporting Obligations

FOR THE CONSULTANT

Signature:	Signature:	
Witnesses:		
1.		
2.		
The following documents forming order of priority:	the integral part of this contract shall be interpreted	in the following
(a) The Form of contract:		
Annex A: Description of Servi	ices	
Annex B: Cost Estimates of S	Services and Schedule of Rates	

ANNEX A: Description of the Services

[Give detailed descriptions of the Services including its (a) Background, (b) Objectives, (c) Detailed negotiated TOR providing a description of Services to be provided, (d) Work plan with dates for completion of various tasks, (e) Place of performance of different tasks, (f) Specific tasks to be approved by the Client; etc.).

[also ensure the following data is listed in this Annex in conformity with the Contract Agreement.

- 1. The name of the main location (Duty Station) at which the Services are to be provided. Also advise if any other travel will be necessary, and if so, to which expected locations will the Consultant be required to travel.
- 2. Indicate the Contact Addresses for Notices and Requests as indicated in Clause 22.1 of the Contract Agreement.
 - (a) Address of the Client: (With phone number, Fax number & e-mail)
 - (b) Address of the Client: (With phone number, Fax number & e-mail)
- 3. Logistics and facilities to be provided to the Consultant by the Client are listed below:
 - Office space with furniture including file cabinet and electric connection;
 - Office Assistant(s)/Support staff;
 - Office equipment like computer, printer etc;
 - Facilities for production and binding of reports etc. shall be the responsibility of the Client in case of Time based contract.
 - Any other facilities agreed by both Client & the Consultant.

ANNEX B: Cost estimates of Services and Schedule of Rates

(A) Remuneration

Name of Consultant	Rate, Taka	Quantity	Total Taka
(a)	(b)	(c)	(d) = (b) x (c)
Remuneration is made on a [state monthly, daily or hourly] rate		Sub-Total (A)	

(B) Reimbursable

Items of reimbursable	Unit	Qty	Rate(Taka)	Total (Taka)
(a)	(b)	(c)	(d)	(e) = (c) x
(a) Per Diem Allowance				
(b) Air Travel Costs				
(c) Other Travel cost				
(d) Communication charges				
(e) Reproduction of reports				
(f) Other Expenses (to be listed)				
Supporting documents and vouchers must be attached with the invoice		Sub-total (B) =	=	

CONTRACT CEILING (A) +(B)=	Total =
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ANNEX C: Consultant's reporting Obligations & Payment Schedule

(Sample Format)

SI. No.	Reports	Date Due	Contents of the Report	Payment Schedule
1	Inception Report			% of contract value
2	Interim Progress Report (a) First Status Report (b) Second Status Report (c) etc			% of contract value
3	Draft Final Report			% of contract Value
4	Final Report			100 % of contract Value

NB: A sample Payment schedule has been shown below:

- Interim Report: Twenty-five (25) percent of the lump-sum Contract Price shall be paid upon submission of the Interim Report duly accepted by the Client.
- **Draft Final Report:** Thirty-five (35) percent of the lump-sum Contract Price shall be paid upon submission of the Draft Final Report duly accepted by the Client.
- **Final Report**: Twenty (20) percent of the lump-sum Contract Price shall be paid upon submission of the Final Report duly accepted by the Client.